

TITLE TO REAL ESTATE

shall cease, terminate, and be utterly void at the option of Lessor.

8. Lessor agrees that if at any time during the continuance of this lease, or any extension hereof, Lessee is for any reason, for which Lessee is not responsible, prevented from occupying, using and enjoying said premises for the operation of a service station for the sale of petroleum products, automobile accessories and service, by the passage of laws, ordinances, then this lease shall cease, terminate and be void at the option of Lessee.

9. All structures, gasoline tanks, including those which may be underground, pumps, air compressors and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, or any extension hereof, and within thirty (30) days thereafter.

10. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in said premises; that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided, and the covenants, conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor; and that said premises are fee and clear of all incumbrances whatsoever.

11. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises. In the event of default by Lessor, Lessee shall have the right to make such payments for Lessor or procure the assignment of any mortgage or lien. Any money advanced by Lessee, including any costs for defending any suits which it may be necessary for Lessee to pay to protect its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such money and interest. Should the term of this lease, or any extended term, expire before such money with interest has been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such money with interest has been fully repaid.

12. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally. After termination of this lease or any extension hereof, the Lessor agrees not to use or permit to be used the said premises for the sale, handling or distribution of any motor vehicle fuel or motor vehicle lubricant unless such buildings and improvements shall have been painted in a color or colors clearly distinct and different from the color scheme or combination then used by Lessee at its service stations generally.

13. Lessor hereby grants to Lessee the right and option, at any time during the term of this lease, or any extension hereof, to purchase the demised premises hereinabove described, together with all buildings, structures, improvements, fixtures, equipment, machinery and appliances situated thereon and included in this lease, at and for a cash consideration of None Granted Dollars (\$_____). In event Lessee elects to exercise such option, then Lessee shall give Lessor written notice thereof, and Lessor shall, within ten (10) days after receipt of such notice, deliver to Lessee complete abstracts of title covering said property, certified to date, showing a good and marketable title in Lessor, or, at Lessor's option, a title insurance policy in a responsible guaranty company showing a good and marketable title in Lessor, and in event Lessee is willing to accept said title and consummate the purchase, Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the premises to Lessee by general warranty deed, free and clear of all liens and encumbrances, and deliver such deed to Lessee upon payment of the cash consideration. From and after the date of such purchase, all future rentals and other obligations on the part of Lessee to be paid, kept and performed shall immediately cease and end and this lease shall become null and void.

None Granted _____, wife of the within named _____ joins herein and agrees that in event Lessee exercises such purchase option, to joint her husband in the execution of proper transfers and deeds of conveyance to Lessee, with full and complete release of dower, homestead and other rights in and to said property.

14. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Lessee under this lease, it is expressly agreed and understood that in event Lessor shall receive one or more bona fide offers from third parties to purchase the demised premises, at any time during the term of this lease or any extension hereof, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing of such acceptable offer and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. In event Lessee elects to so purchase said property, then Lessor shall, within ten (10) days